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14 **IN THE UNITED STATES DISTRICT COURT**
15 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
16 **WESTERN DIVISION**

17 UNITED STATES OF AMERICA,

18 Plaintiff,

19 v.

20 ABEX AEROSPACE DIVISION
21 and PNEUMO-ABEX
22 CORPORATION; AIR PRODUCTS
23 AND CHEMICALS, INC.; ALCOA
24 INC.; ALLIEDSIGNAL, INC. (now
25 known as HONEYWELL
26 INTERNATIONAL, INC.); ALPHA
27 THERAPEUTIC CORPORATION;
28 APPLIED MICRO CIRCUITS
CORPORATION; APPROPRIATE
TECHNOLOGIES II, INC.;
ARLON ADHESIVES & FILM;
ARMOR ALL PRODUCTS
CORPORATION; AVERY
DENNISON CORPORATION;
BASF CORPORATION; BAXTER
HEALTHCARE CORPORATION;
BOEING NORTH AMERICA,
INC.; BONANZA ALUMINUM
CORP.; BORDEN, INC.; BOURNS,
INC.; BROADWAY STORES,
INC.; CALIFORNIA DEPT. OF
TRANSPORTATION; CALSONIC
CLIMATE CONTROL, INC. (now
known as CALSONIC NORTH

CASE NO. 2:00-cv-12471-TJH-JWJx

**FIRST AMENDMENT TO
CONSENT DECREE**

1 AMERICA, INC.); CANON
 2 BUSINESS MACHINES, INC.;
 3 INTERNATIONAL PAPER
 4 COMPANY; WASTE
 5 MANAGEMENT, INC.; UNITED
 6 DOMINION INDUSTRIES; CITY
 7 OF LOS ANGELES,
 8 DEPARTMENT OF AIRPORTS;
 9 CITY OF SANTA MARIA;
 10 COUNTY OF LOS ANGELES;
 11 CROSBY & OVERTON, INC.;
 12 DATATRONICS ROMOLAND,
 13 INC.; DEUTSCHENGINEERED
 14 CONNECTING
 15 DEVICES/DEUTSCH GAV;
 16 DISNEYLAND CENTRAL
 17 PLANT; DOW CHEMICAL
 18 COMPANY; FHL GROUP;
 19 FIRMENICH INCORPORATED;
 20 FORENCO, INC.; GAMBRO, INC.;
 21 GATX TERMINALS
 22 CORPORATION; GENERAL
 23 DYNAMICS CORPORATION;
 24 GEORGE INDUSTRIES; GOLDEN
 25 WEST REFINING COMPANY;
 26 GREAT WESTERN CHEMICAL
 27 COMPANY; GSF ENERGY, L.L.C.
 28 (successor to GSF ENERGY, INC.);
 GULFSTREAM AEROSPACE
 CORPORATION; HEXCEL
 CORPORATION; HILTON
 HOTELS CORPORATION;
 HITACHI HOME ELECTRONICS
 (AMERICA), INC.; BP AMERICA
 INC.; HONEYWELL
 INTERNATIONAL INC.; HUBBEL
 INC.; HUCK MANUFACTURING
 COMPANY (by its former parent
 Federal Mogul Corporation);
 HUGHES SPACE AND
 COMMUNICATIONS COMPANY;
 HUNTINGTON PARK RUBBER
 STAMP COMPANY;
 INTERNATIONAL RECTIFIER
 CORPORATION; JAN-KENS
 ENAMELING COMPANY; JOHNS
 MANVILLE INTERNATIONAL,
 INC.; K.C. PHOTO ENGRAVING
 CO.; KESTER SOLDER DIVISION,
 LITTON SYSTEMS, INC.;
 KIMBERLY CLARK
 WORLDWIDE, INC.; KOLMAR
 LABORATORIES, INC.; LOS
 ANGELES COUNTY
 METROPOLITAN

1 TRANSPORTATION
 2 AUTHORITY; LOMA LINDA
 3 UNIVERSITY; BRITISH ALCAN
 4 ALUMINUM, P.L.C.; MATTEL,
 5 INC.; MAXWELL
 6 TECHNOLOGIES, INC.; THE
 7 MAY DEPARTMENT STORES
 8 COMPANY; McDONNELL
 9 DOUGLAS CORPORATION a
 10 wholly owned subsidiary of the
 11 BOEING COMPANY; MEDEVA
 12 PHARMACEUTICALS CA, INC.
 13 (f/k/as MD PHARMACEUTICAL
 14 INC.); METROPOLITAN WATER
 15 DISTRICT OF SOUTHERN
 16 CALIFORNIA; MICO INC.;
 17 MINNESOTA MINING AND
 18 MANUFACTURING COMPANY;
 19 QUALITY CARRIERS INC. (f/k/a
 20 MONTGOMERY TANK LINES,
 21 INC.); NI INDUSTRIES (a division
 22 of TRIMAS, a wholly owned
 23 subsidiary of MASCO TECH); NMB
 24 TECHNOLOGIES CORP.; OHLINE
 25 CORP.; OJAI MANUFACTURING
 26 TECHNOLOGY, INC.; SIEMENS
 27 MEDICAL SYSTEMS, INC.;
 28 PACIFIC BELL TELEPHONE
 COMPANY; PACIFIC GAS &
 ELECTRIC CO.; PIONEER VIDEO
 MANUFACTURING INC.;
 PRINTED CIRCUITS
 UNLIMITED; NELLCOR
 PURTIAN-BENNETT; LONZA
 INC.; QUEST DIAGNOSTICS
 CLINICAL LABORATORIES, INC.
 (f/k/a BIO SCIENCE
 ENTERPRISES); RATHON CORP.
 (f/k/a DIVERSEY CORP.);
 RAYTHEON COMPANY;
 REGENTS OF THE UNIVERSITY
 OF CALIFORNIA; REICHHOLD
 INC.; REMET CORPORATION;
 RESINART CORP.; ROBINSON
 PREZIOSO INC.; ROGERS
 CORPORATION; SAFETY-KLEEN
 SYSTEMS, INC. (f/k/a SAFETY-
 KLEEN CORP.); SCRIPTO TOKAI
 CORPORATION; SHELL OIL
 COMPANY; THE SHERWIN-
 WILLIAMS COMPANY; SIGMA
 CASTING CORPORATION (now
 known as HOWMET ALUMINUM
 CASTING, INC.); SIGNET
 ARMORLITE, INC.; SOUTHERN

1 CALIFORNIA EDISON CO.;
 2 SOUTHERN PACIFIC
 3 TRANSPORTATION CO. (now
 4 known as UNION PACIFIC
 5 RAILROAD COMPANY);
 6 HARSCO CORPORATION; BHP
 7 COATED STEEL CORP.;
 8 TELEDYNE INDUSTRIES INC.;
 9 TELEDYNE TECHNOLOGIES
 10 INCORPORATED; TENSION
 11 ENVELOPE CORP.; TEXACO
 12 INC.; TEXAS INSTRUMENTS
 13 TUCSON CORPORATION (f/k/a
 14 BURR-BROWN CORP.); TITAN
 15 CORPORATION; TODD PACIFIC
 16 SHIPYARDS; TREASURE CHEST;
 17 PACIFIC PRECISION METALS,
 18 INC.; UNION OIL COMPANY OF
 19 CALIFORNIA; UNITED PARCEL
 20 SERVICE, INC.; UNIVERSAL
 21 CITY STUDIOS, INC.; VAN
 22 WATERS & ROGERS INC. and
 23 VOPAK DISTRIBUTION
 24 AMERICAS CORPORATION (f/k/a
 25 UNIVAR CORPORATION);
 26 VERTEX MICROWAVE
 27 PRODUCTS, INC. (f/k/a GAMMA-
 28 F CORP.); WALT DISNEY
 PICTURES AND TELEVISION;
 WARNER-LAMBERT COMPANY;
 WEBER AIRCRAFT; WESTERN
 METAL DECORATING CO.;
 YORK INTERNATIONAL
 CORPORATION; YORT INC. (f/k/a
 TROY LIGHTING, INC. TIFFANY
 DIVISION);

Defendants.

FIRST AMENDMENT TO CONSENT DECREE

I. BACKGROUND

A. On November 24, 2000, the United States lodged a proposed Consent Decree ("Consent Decree") pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq. with the Court in the above-referenced matter. Notice of the proposed Consent Decree was published in the Federal Register on December 14, 2000. No

1 comments were received in response to the Federal Register notice and on February
2 23, 2001, the Court entered an Order approving the Consent Decree. Except as
3 expressly set forth herein, the defined terms in the Consent Decree retain their
4 meanings in this First Amendment to Consent Decree ("First Amendment").
5 Pursuant to the Consent Decree, the Settling Defendants agreed to perform certain
6 work at the Omega Chemical Superfund Site ("Site") and reimburse the United
7 States for Past Response Costs and Oversight Costs. The Settling Work Defendants
8 to the Consent Decree were to perform certain Work at the Omega Site pursuant to
9 the Consent Decree, including conducting an Engineering Evaluation/Cost Analysis
10 ("EE/CA"); implementing a response action within the Phase 1a Area as selected
11 by the United States Environmental Protection Agency ("EPA"); implement a soils
12 Remedial Investigation/Feasibility Study ("RI/FS") for contamination within the
13 vadose zone within the Phase 1a Area; and install certain groundwater monitoring
14 wells as required by the Statement of Work incorporated into the Consent Decree.

15 B. Skateland is an indoor roller rink, located at 12520 Whittier Boulevard
16 in Whittier, California. EPA has detected volatile organic compounds ("VOCs"),
17 such as tetrachloroethene ("PCE") trichloroethene ("TCE"), 1,1-dichloroethene
18 ("1,1-DCE"), Freon 11 and Freon 113, inside Skateland. The maximum PCE
19 concentration detected for sampling events inside the Skateland building was 1100
20 micrograms per cubic meter (ug/m^3), which is higher than EPA's screening range of
21 0.9-90 ug/m^3 for long term occupational exposure. Interim mitigation measures
22 were employed after this sampling event and PCE concentrations declined in
23 subsequent sampling events; the most recent PCE concentrations still exceed EPA's
24 screening range for long term occupational exposure. All other contaminant levels
25 did not significantly decline from the initial sampling event. The legal description
26 of the Skateland property is as follows: The Northwesterly 200 feet (measured at
27 right angles to the Northwesterly line thereof) of Lots 1 and 2 of Tract No. 13486,
28

1 in the City of Whittier, in the County of Los Angeles, State of California, as per
2 Map recorded in Book 312 pages 16, 17, and 18 of Maps, in the office of the
3 County Recorder of said County, A.P.N. No: 8170-029-024, also known as 12520
4 Whittier Boulevard, Whittier, California.

5 C. The Consent Decree did not address indoor air impacts at the
6 Skateland facility, which lies partially outside of the Phase 1a Area, believed to be
7 caused in part by vapor intrusion from the Omega Site. This First Amendment
8 governs a new response action (the "Skateland Response Action," as hereinafter
9 defined) distinct from the existing work under the Consent Decree. The Skateland
10 Response Action shall commence pursuant to the Supplemental Statement of Work
11 ("SSOW"), which is Attachment A to this First Amendment, in accordance with the
12 timetable therein.

13 D. On December 3, 2004, EPA issued an Administrative Order Directing
14 Compliance with Request for Access (EPA Region 9 CERCLA Docket No. 2005-3)
15 to the owners of the Skateland property (the "Access Order"). This Access Order
16 remains in effect to authorize access to Skateland by EPA and the Settling Work
17 Defendants. On August 3, 2004, the tenant on the Skateland property signed a
18 Voluntary Consent for Access to Property authorizing EPA and Settling Work
19 Defendants to access Skateland to undertake response actions (the "Voluntary
20 Consent").

21 E. The Skateland Response Action is a new and separate response action
22 from the ongoing response actions at the Omega Site and supplements the ongoing
23 response actions at the Omega Site. EPA believes that it is important to begin the
24 work under the SSOW as soon as possible. The SSOW sets forth the response
25 activities the Settling Work Defendants have agreed to perform as part of the
26 Skateland Response Action.
27
28

1 F. The Parties desire to expand their respective obligations under the
2 Consent Decree to add the Skateland Response Action and to incorporate those
3 responsibilities into this First Amendment. In order to begin the Skateland
4 Response Action without delay, the Settling Work Defendants have agreed to begin
5 SSOW work before the close of the public comment period and before Court
6 approval of this First Amendment, provided the conditions noted herein are
7 satisfied.

8 G. The Parties recognize, and the Court by entering this First Amendment
9 finds, that this First Amendment has been negotiated by the Parties in good faith,
10 that implementation of this First Amendment will avoid prolonged and complicated
11 litigation between the Parties, expedite the mitigation of the Skateland facility, and
12 that this First Amendment is fair, reasonable, and in the public interest. All
13 attachments to this First Amendment are made an enforceable part hereof.

14 **THEREFORE, it is ORDERED, ADJUDGED, AND DECREED:**

15 1. Except as specifically provided in this First Amendment, all provisions
16 and requirements of the original Consent Decree shall be in full force and effect.
17 The Parties agree that all such provisions remain fully enforceable notwithstanding
18 this First Amendment.

19 2. The definition of "Consent Decree" on page 6 of the Consent Decree is
20 amended to mean "the Consent Decree and all appendices attached thereto, as
21 modified by the First Amendment and all attachments thereto." In the event of a
22 conflict between the Consent Decree, including any appendix thereof, and this First
23 Amendment, including any attachment hereto, this First Amendment shall control.
24 In the event of a conflict between this First Amendment and any attachment hereto,
25 the First Amendment shall control.

26 3. The Consent Decree is amended to add the following definition:
27 "'Agreement in Principle' shall mean the date the Settling Work Defendants agree
28

1 upon the terms of the proposed First Amendment and associated SSOW as
2 indicated by a favorable vote of the Settling Work Defendants in accordance with
3 agreements governing their relationships.” Such vote will be conducted as soon as
4 reasonably possible under the agreements governing their relationships once the
5 duly authorized representatives of the Settling Work Defendants have documented
6 their agreement in writing with the terms of the proposed First Amendment and
7 associated SSOW. The vote shall be taken among the Settling Work Defendants
8 and the results communicated to EPA in writing as soon as reasonably practicable,
9 but in no event later than 14 days after the date the duly authorized representatives
10 of the Settling Work Defendants indicated their agreement with the terms of the
11 proposed First Amendment and associated SSOW in writing to EPA.

12 4. The definition of “Statement of Work” or “SOW” on page 8 of the
13 Consent Decree is amended to include the SSOW and all attachments thereto which
14 are attached to the First Amendment as Attachment A.

15 5. The Consent Decree is amended to add the following definition:
16 “‘Supplemental Statement of Work’ or ‘SSOW’ shall mean the statement of work
17 for implementation of response activities respecting indoor air impacts at the
18 Skateland facility. The SSOW also includes any future modifications thereto made
19 in accordance with the Consent Decree and this First Amendment. As between the
20 Settling Work Defendants, on the one hand, and the First Amendment Settling Cash
21 Defendants and Settling Federal Agency, on the other hand, the Settling Work
22 Defendants shall have the obligation to perform the SSOW, without prejudice,
23 however, to any rights or remedies the Settling Work Defendants may have against
24 persons other than the First Amendment Settling Cash Defendants or the Settling
25 Federal Agency, and such rights and remedies are explicitly preserved.

26 6. The first sentence of the definition of “Work” on page 9 of the Consent
27 Decree is amended at the beginning to read: “‘Work’ shall mean the response
28

1 actions Settling Work Defendants are required to perform under this Consent
2 Decree and any amendment thereto, including the work required by the SSOW.”
3 All references in the original Consent Decree to the Work encompass the SSOW
4 work unless when read in context such reference would be inapplicable as, for
5 example, references to Work tasks or deliverables which Settling Work Defendants
6 have already completed to EPA’s satisfaction.

7 7. EPA desires that the Settling Work Defendants begin work set forth in
8 the SSOW as soon as possible. Settling Work Defendants have agreed to begin the
9 work set forth in the SSOW upon the date an Agreement in Principle is reached.
10 Settling Work Defendants agree that, regardless of the fact that this First
11 Amendment may not yet be approved by the Court, they shall be liable for any
12 stipulated penalties, as set forth in paragraphs 61 and 62 of the Consent Decree, as
13 amended herein. Paragraph 61.b. of the Consent Decree is amended to include the
14 following SSOW deliverables: Task 1, Report on Foundation Testing; Task 2,
15 Response Action Work Plan; Task 3, Final Report, and Task 4, As-Built Drawings,
16 Final O &M Manual, Periodic Reports, and Completion Report. The Settling Work
17 Defendants waive any defenses they may have to the imposition of stipulated
18 penalties due to the fact that the Court has not yet acted on this First Amendment,
19 provided that the United States does not withdraw this First Amendment or the
20 Court does not decline to enter this First Amendment. With the foregoing
21 exception, all other procedures and provisions set forth in Section XX (Stipulated
22 Penalties) or other sections of the Consent Decree that apply to stipulated penalties
23 shall be applicable.

24 8. The second sentence of Paragraph 19.a. of the Consent Decree is
25 deleted and replaced with the following: “Notwithstanding the foregoing, the term
26 “best efforts” shall not require the payment of any sums of money to any of the past
27 owners or operators of the Omega Property, including but not limited to, Dennis
28

1 O'Meara, the Omega Chemical Corporation and any of its shareholders and
2 officers, as well as any company owned or affiliated with such company,
3 shareholders or officers."

4 9. Settling Work Defendants shall be excused from performance of any
5 SSOW work under this First Amendment for which access is required if the Access
6 Order is breached by the parties thereto, for such period of time until the Parties can
7 re-establish a lawful right to entry that will allow the SSOW work to resume. If the
8 Voluntary Consent for Access to the Skateland facility is withdrawn, Settling Work
9 Defendants shall use "best efforts" as defined in Paragraph 19 of the Consent
10 Decree, as modified herein, to obtain access.

11 10. Paragraph 82 is amended to add the following sentences at the end of
12 the paragraph: "With regard to claims for contribution against Settling Defendants
13 and the Settling Federal Agency (as defined in this Consent Decree) for matters
14 addressed in the First Amendment, the Parties hereto agree that the Settling Work
15 Defendants, First Amendment Settling Cash Defendants and Settling Federal
16 Agency are entitled to such protection as is provided by CERCLA Section
17 113(f)(2), 42 U.S.C. § 9613(f)(2), for matters addressed in the First Amendment,
18 provided, however, that this protection shall be null and void if Settling Work
19 Defendants fail to perform any obligation under this First Amendment. For the
20 purposes of this First Amendment, such First Amendment Settling Cash Defendants
21 are the subset of Settling Cash Defendants identified in Appendix C to the Consent
22 Decree which previously settled their liability for the Work covered by this First
23 Amendment in accordance with certain agreements with Settling Work Defendants,
24 or a subset of such Defendants. Such First Amendment Settling Cash Defendants
25 are set out in Attachment B to the First Amendment. Settling Work Defendants
26 reserve all their rights under CERCLA and any other applicable law for Work
27 performed pursuant to this First Amendment. The protection provided under this
28

1 paragraph shall extend to all SSOW work under the First Amendment, regardless of
2 whether any such SSOW work commenced before, during, or after amendment of
3 the Consent Decree.”

4 11. All other privileges, rights and immunities under the Consent Decree
5 that are applicable to the SSOW work under the First Amendment shall extend to,
6 and inure to the benefit of, the Settling Work Defendants, the First Amendment
7 Settling Cash Defendants (as listed on Attachment B) and Settling Federal Agency
8 (as defined in the Consent Decree), regardless whether such SSOW work
9 commenced on, before or after approval of this First Amendment by a United States
10 District Court. Nothing in this First Amendment shall be deemed to modify, excuse
11 or limit the performance or completion of any obligation any party hereto has
12 undertaken in any other written agreement with Settling Work Defendants, or any
13 one or any combination of such Settling Work Defendants, and all such other
14 written agreements shall remain in full force and effect. The parties to such other
15 written agreements retain their respective rights thereunder.

16 12. All information required by this First Amendment shall be submitted
17 in accordance with the dates specified in the Consent Decree, or the SSOW if
18 applicable, to each of the persons listed below:
19

20 As to EPA:

21 Christopher Lichens, EPA Project Coordinator
22 U. S. EPA, Region 9
23 75 Hawthorne Street
24 San Francisco, CA 94105
25 (415) 972-3149
26 lichens.christopher@epa.gov
27
28

1 As to the Settling Work Defendants:

2 Dave Roberson, OPOG Project Coordinator
3 de maximis, inc.
4 2203 Timberlock Place, Suite 213
5 The Woodlands, TX 77380
6 dave@demaximis.com

7 13. The following attachments are attached to and incorporated into this
8 First Amendment:

- 9 a. "Attachment A" is the SSOW.
10 b. "Attachment B" is the list of First Amendment Settling Cash

11 Defendants.

12 14. Upon approval by the Court of this First Amendment, paragraph 95 of
13 the Consent Decree shall be amended to add the approved First Amendment and
14 any attachments thereto as "Appendix G."

15 15. This First Amendment shall be lodged with the Court for a period of
16 not less than thirty (30) days for public notice and comment in accordance with
17 Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The
18 United States reserves the right to withdraw or withhold its consent if the comments
19 regarding the First Amendment disclose facts or considerations which indicate that
20 the First Amendment is inappropriate, improper, or inadequate. Should the United
21 States determine, after a review of any comments submitted, that the First
22 Amendment is inappropriate, improper, or inadequate, the Parties agree to conduct
23 expedited negotiations to address any such concerns.

24 16. If for any reason the Court should decline to approve this First
25 Amendment in the form presented, this First Amendment is void *ab initio*. The
26 Settling Work Defendants may terminate work begun under the SSOW, and EPA
27 shall be due no sums for any reason under this First Amendment. The original
28 Consent Decree shall remain fully in effect and enforceable.

1 17. The undersigned representatives of the Settling Work Defendants and
2 the Assistant Attorney General of the Environment and Natural Resources Division
3 certify that they are fully authorized to enter into the terms and conditions of this
4 First Amendment and to execute and legally bind such Party to this document. This
5 First Amendment may be executed in any number of counterparts, and each
6 signature hereto shall be deemed integrated herein as if each Party signed one and
7 the same instrument.

8 18. The SSOW work obligations set out in this First Amendment and
9 associated SSOW shall terminate upon EPA's written approval of the Completion
10 Report submitted pursuant to the SSOW. Upon EPA's written approval of the
11 Completion Report submitted pursuant to the SSOW the Settling Work Defendants,
12 the First Amendment Settling Cash Defendants and the Settling Federal Agency, as
13 defined in the Consent Decree, shall be entitled to the covenant not to sue provided
14 in Paragraph 71 of the Consent Decree for the SSOW work.

15
16 SO ORDERED THIS _____ DAY OF _____, 20__.

17
18 _____
19 TERRY J. HATTER, JR.
20 United States District Judge
21
22
23
24
25
26
27
28

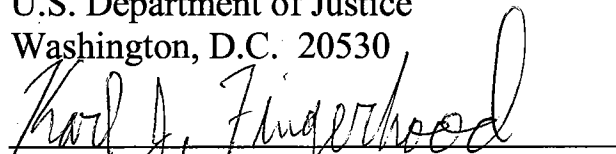
1 THE UNDERSIGNED PARTIES enter into this First Amendment to Consent
2 Decree in the matter of United States v. Abex Aerospace Division, et al., relating to
3 the Omega Chemical Corporation Superfund Site.
4

5 FOR THE UNITED STATES OF AMERICA

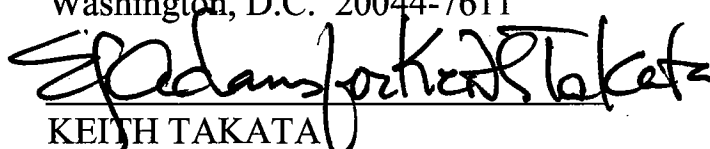
6 Date:



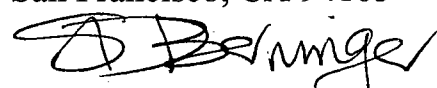
7 RONALD J. TENPAS
8 Assistant Attorney General
9 Environment and Natural Resources Division
10 U.S. Department of Justice
11 Washington, D.C. 20530



12 KARL J. FINGERHOOD
13 Trial Attorney
14 Environmental Enforcement Section
15 Environment and Natural Resources Division
16 U.S. Department of Justice
17 P.O. Box 7611
18 Washington, D.C. 20044-7611



19 KEITH TAKATA
20 Director, Superfund Division
21 U.S. Environmental Protection Agency
22 Region IX
23 75 Hawthorne Street
24 San Francisco, CA 94105



25 STEPHEN BERNINGER
26 Assistant Regional Counsel
27 U.S. Environmental Protection Agency
28 Region IX
75 Hawthorne Street
San Francisco, CA 94105

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Alcoa Inc. (on behalf of Alcoa Electronic

5 Packaging, Inc., Alcoa Global Fasteners for

6 TRE/Weslock, and Alumax for Amerimax

7 Building Products for Admiral Aluminum)

8 By: Ronald D. Dickel

9 Title: Vice President

10 Signature: [Handwritten Signature]

11 Agent for Service of Process

12 Corporation Service Company which will do

13 Name: business in California as CSC-Lawyers

Incorporating Service

14 Title: _____

15 Address: P.O. Box 526036

16 Sacramento, CA 95852-6036

17 Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

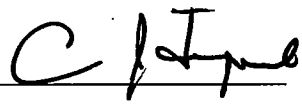
2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Allied Signal, Inc.

5 By: Allan J. Topol

6 Title: Partner

7
8 Signature: 

9 Agent for Service of Process

10 Allan J. Topol

11 Covington & Burling LLP

12 1201 Pennsylvania Ave.

13 Washington, D.C. 20004

14 Phone: (202) 662-5402

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4
5 Alpha Therapeutic Corporation

6
7 Larry G. Gutteridge,
8 By: Hanna and Morton LLP

9 Title: Counsel

10 Signature: 

11 Agent for Service of Process

12 Name: C T CORPORATION
13 SYSTEM

14 Title: _____

15 Address: 818 W 7TH ST
16 LOS ANGELES, CA
17 90017

18 Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Applied Micro Circuits

5 _____
6 _____
7 _____

8 By: Applied Micro Circuit Corporation (AMCC)

9 Title: General Counsel

10 Signature: 

sig
her

11 Agent for Service of Process

12 Name: John J. Lormon

13 Title: Partner

14 Address: Procopio, Cory, Hargreaves & Savitch LLP

15 530 B Street, Suite 2100

16 San Diego, CA 92101-4469

17 Telephone No.: (619) 515-3217

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page


3 For The Settling Defendant

4 Arlon Adhesives & Films

5 _____
6 _____
7 _____

8 By: Richard Trombino

9 Title: as Controller for Arlon
10 Adhesives & Films

11 Signature: 

12 Agent for Service of Process

13 Name: _____

14 Title: _____

15 Address: _____

16 _____
17 Telephone No.: 714 540-2811

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 **BASF CORPORATION**

5 _____
6 _____
7 _____

8 By: Nan Bernardo

9 Title: Environmental Counsel

10 Signature: Nan Bernardo

11 Agent for Service of Process

12 Nan Bernardo
13 Environmental Counsel
14 BASF Corporation
15 100 Campus Drive
16 Florham Park, NJ 07932

17 (973) 245-6050 phone
18 (973) 245-6712 fax
19 nan.bernardo@basf.com

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Baxter Healthcare Corporation

5 _____

6 _____

7 _____

8 By: Peter Etienne

9 Title: Senior Counsel

10 Signature: Peter Etienne / sb

11 Agent for Service of Process

12 Name: Julie Brautigan

13 Title: EHS Compliance Manager

14 Address: One Baxter Parkway
15 (DF5-3E)

16 Deerfield, IL 60015

17 Telephone No.: 847/948-2387

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Rockwell INTERNATIONAL

5 n/k/a

6 THE Boeing Company

7 _____

8 By: Kirk J. Thomson

9 Title: DIRECTOR ENVIRONMENTAL AFFAIRS

10 Signature: [Signature]

11 Agent for Service of Process

12 Name: Corporation Service Company

13 Title: _____

14 Address: PO Box 526036

15 Sacramento, Calif

16 95852-6036

17 Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 MCP Foods, Inc.

5 by Hexion Specialty Chemicals, Inc.

6 _____

7 _____

8 By: JUDITH PRAITIS

9 Title: Counsel with Client Permission

10 Signature: [Signature]

11 Agent for Service of Process

12 Name: Judith M. Praitis, Esq.

13 Title: Counsel

14 Address: 555 West 5th Street, Ste 4000

15 Los Angeles, CA 90013

16 Telephone No.: (213) 896-6000

17
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FIRST AMENDMENT TO CONSENT DECREE

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 MCP Foods, Inc.

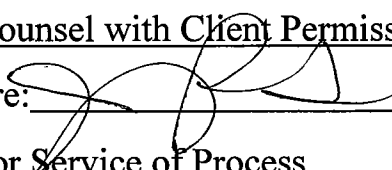
5 by Firmenich Incorporated

6 _____

7 _____

8 By: JUDITH PRAITIS

9 Title: Counsel with Client Permission

10 Signature: 

11 Agent for Service of Process

12 Name: Judith M. Praitis, Esq.

13 Title: Counsel

14 Address: 555 West 5th Street, Ste. 4000

15 Los Angeles, CA 90013

16 Telephone No.: (213) 896-6000

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FIRST AMENDMENT TO CONSENT DECREE

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 State of California acting

5 by and through the Department

6 of Transportation

7 _____

8 By: William A. Evans

9 Title: Attorney

10 Signature: _____



11 Agent for Service of Process

12 Name: William A. Evans

13 Title: Attorney

14 Address: Calif. Dept. of Transportation

15 100 Main Street #1300 L.A. CA. 90012

16 Telephone No.: 213-687-6000

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 International Paper
5 as successor to Chase Bag
6 and Coast Envelope, and as
7 predecessor to Masonite

8 By: Brian E. Heim

9 Title: Senior Counsel - FHS

10 Signature: B E Heim

11 Agent for Service of Process

12 Name: Brian E. Heim

13 Title: Senior Counsel - FHS

14 Address: 6400 Poplar Ave

15 Memphis, TN 38197

16 Telephone No.: 901-419-3824

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Chemical Waste Management, Inc.

5 _____
6 _____
7 _____

8 By: Steven D. Richtel

9 Title: Area Director

10 Signature: 

11 Agent for Service of Process

12 Name: CT Corporation System

13 Title: _____

14 Address: 818 West 7th Street

15 Los Angeles, CA 90017

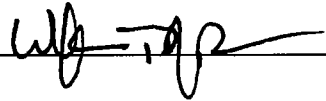
16 Telephone No.: _____

1 THE UNDERSIGNED PARTIES enter into this First Amendment to
2 Consent Decree in the matter of United States v. Abex Aerospace
3 Division, et al., relating to the Omega Chemical Corporation
4 Superfund Site.
5

6
7 Date: August 14, 2007

By: WILLIAM T FUJIOKA

8 Title: CHIEF EXECUTIVE OFFICER

9 Signature: 

10 Agent for Service of Process

11 Name: LAURIE E. DODS

12 Title: DEPUTY COUNTY COUNSEL

13 Address: 500 W. TEMPLE ST.

14 LOS ANGELES CA

15 90012

16 Telephone No.: 213-974-7667
17
18
19

20 APPROVED AS TO FORM:

21 RAYMOND G. FORTNER, JR.
22 County Counsel

23 By 
24 LAURIE E. DODS
25 Deputy County Counsel
26
27
28

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 **CROSBY & OVERTON, INC.**

5 **CROSBY & OVERTON ENVIRONMENTAL MANAGEMENT, INC.**

6 **CROSBY & OVERTON TRANSPORTATION CO.**

7 **UPSSBSERVICESTOINCE**

8 By: **MICHAEL A. SHLOUB**

9 Title: **President**

10 Signature: 

11 **Agent for Service of Process**

12 Name:

13 John J. Allen
14 Allen Matkins Leck Gamble
15 Mallory & Natsis LLP

16 Title: **Attorney**

17 Address: **515 South Figueroa St., 7th Fl.**
18 **Los Angeles, CA 90071**

19 Telephone No.: **213-955-5548**

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FIRST AMENDMENT TO CONSENT DECREE

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Disneyland Central Plant*

5 By Sempra Energy Solutions

6 By: Michael W. Allman

7 Title: Vice President, Regulatory Affairs

8 Signature: Michael W. Allman

9 Agent for Service of Process

10 Name: Catherine C. Lee

11 Title: Corporate Secretary and Counsel

12 Address: 101 Ash Street

13 San Diego, CA 92101

14 Telephone No.: (619)696-4644

15
16 *Disneyland Central Plant was recently sold; certain liabilities,
17 including any liability from shipments of waste to the Omega
18 Chemical Superfund Site were retained by Sempra Energy Solutions.
19
20
21
22
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25
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28

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

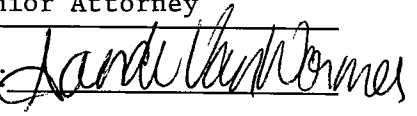
3 For The Settling Defendant

4 The Dow Chemical Company.

5 _____
6 _____
7 _____

8 By: SSandi VanWormet

9 Title: Senior Attorney

10 Signature: 

11 Agent for Service of Process

12 Name: Sandi VanWormer

13 Title: Senior Attorney

14 Address: 2030 Dow Center

15 Midland, MI 48674

16 Telephone No.: (989) 638-3741

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 HARPERS

5 _____
6 N/K/A

7 FHL GROUP

HANK HARPER
By: [Signature]
Title: PRESIDENT

Signature: _____

Agent for Service of Process

Name: _____

Title: _____

Address: _____

Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Forenco, Inc.

8 By: John Sobota

9 Title: Vice President

10 Signature: 

11 Agent for Service of Process

12 David M. Rubin, Esq.
13 Name: Gould & Ratner

14 Title: Secretary

15 Address: 222 N. LaSalle Street, #800

16 Chicago, IL 60601

17 Telephone No.: (312) 236-3003

United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

GATX Terminals Corporation

n/k/a

Kinder Morgan Liquids

Terminals, LLC

By: Nancy Van Burgel

Title: Assistant General Counsel

Signature: 

Agent for Service of Process

Name: Laura J. Carroll

Title: Attorney

Address:

Luce, Forward, Hamilton &

Scripps LLP

777 S. Figueroa St., 36th Floor

Los Angeles, CA 90017

Telephone No.: 213.892-4972

202016.1

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

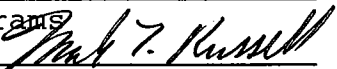
3 For The Settling Defendant

4 General Dynamics Corporation

5 _____
6 _____
7 _____

8 By: Mark E. Russell

9 Title: Director of Environmental
10 Programs

11 Signature: 

12 Agent for Service of Process

13 Name: E. Lynn Grayson

14 Title: Partner
Jenner & Block LLP

15 Address: One IBM Plaza

16 Chicago, IL 60611

17 Telephone No.: 312-923-2756

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

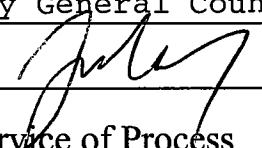
3 For The Settling Defendant

4 Gulfstream Aerospace Corporation

5 _____
6 _____
7 _____

8 By: John Jay Neely, III

9 Title: Deputy General Counsel

10 Signature: 

11 Agent for Service of Process

12 Name: E. Lynn Grayson

13 Title: Partner

14 Jenner & Block LLP
15 Address: One IBM Plaza

16 Chicago, IL 60611

17 Telephone No.: 312-923-2756

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Hexcel Corporation

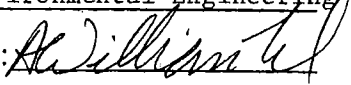
5 11711 Dublin Blvd.

6 Dublin, CA 94568

7
8 By: A. William Nosil

9 Director Corporate

10 Title: Environmental Engineering

11 Signature: 

12 Agent for Service of Process

13 Name: _____

14 Title: _____

15 Address: _____

16
17 Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Honeywell International Inc.

5 By: Allan J. Topol

6 Title: Partner

7
8 Signature: 

9 Agent for Service of Process

10 Allan J. Topol

11 Covington & Burling LLP

12 1201 Pennsylvania Ave.

13 Washington, D.C. 20004

14 Phone: (202) 662-5402

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Hitachi Home Electronics

5 (America), Inc.

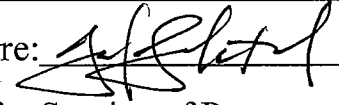
6 _____

7 _____

8 By: Neal Svalstad, Esq.

9 Title: General Counsel

10 Signature: _____



11 Agent for Service of Process

12 Name: John Lormon

13 Title: Attorney

14 Address: 530 B Street, Ste 2100

15 San Diego, CA 92101

16 Telephone No.: (619) 515-3217

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 BP Amoco Chemical Company

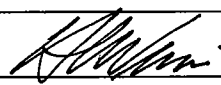
5 For Hitco Materials Division

6 NOW KNOWN AS

7 HITCO CARBON COMPOSITES

8 By: Chris Winsor

9 Title: Regional Manager

10 Signature: 

11 Agent for Service of Process

12 Name: CT CORPORATION

13 Title: _____

14 Address: 818 West 7th Street
15 2nd Floor
16 Los Angeles, CA 90017

17 Telephone No.: 213-627-8252

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Huck Manufacturing Company n/k/a

5 Federal-Mogul Corporation (on behalf

6 of its former dissolved subsidiary

7 Huck Manufacturing Company)

8 By: Roger Strelow

9 Title: Associate General Counsel

10 Signature: 

11 Agent for Service of Process

12 Name: Roger Strelow

13 Title: Associate General Counsel

14 Address: 26555 Northwestern Hwy

15 Southfield, MI 48033

16 Telephone No.: 248-354-8110

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Boeing Satellite Systems

5 n/k/a

6 Boeing Satellite Systems Inc.,

7 a wholly owned subsidiary
8 of The Boeing Company.

9 By: Kirk J. Thomson

10 Title: Director Environmental Affairs

11 Signature: [Signature]

12 Agent for Service of Process

13 Name: Corporation Service Company

14 Title: _____

15 Address: PO Box 526036

16 Sacramento, Calif.
17 95852-6036

18 Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Johns Manville (fka Johns Manville

5 International, Inc. fka Schuller

6 International, Inc. fka Manville

7 Sales Corp.) (Celite Corp.)

8 By: Brent A. Tracy

9 Title: Sr. Environmental Counsel

10 Signature: Brent A. Tracy

11 Agent for Service of Process

12 Name: Brent A. Tracy

13 Title: Sr. Environmental Counsel

14 Address: 717 17th Street

15 Denver, CO 80202

16 Telephone No.: 303-978-3268

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 KC Photo Engraving

5 3-9-07

6
7
8 By: Dan Cunley

9 Title: PRESIDENT

10 Signature: Dan Cunley

11 Agent for Service of Process

12 Name: DAN CUNLEY

13 Title: PRESIDENT

14 Address: 2666 E NORRIS ST

15 PASADENA CA

16 Telephone No.: 626 7954127

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Kimberly Clark Corp.

5 n/k/a Kimberly Clark WorldWide Inc., Fullerton Mill

6
7 By: Christopher G. Isenberg

8 Title: Mill Manager

9 Signature: 

10 Agent for Service of Process

11 Name: _____

12 Title: _____

13 Address: _____

14
15 _____
16 Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Los Angeles County Metropolitan

5 Transportation Authority

6 _____
7 _____

8 By: Ronald W. Stamm

9 Title: Principal Deputy County Counsel

10 Signature: Ronald W. Stamm

11 Agent for Service of Process

12 Name: Board Secretary's Office

13 Title: Legal Services

14 Address: One Gateway Plaza

15 Los Angeles, CA 90012

16 Telephone No.: (213) 922-2108

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 LUXFER USA LTD/

5 BRITISH ALCAN ALUMINUM P.L.C.

6 _____

7 _____

8 By: 

9 Title: ATTY/AUTHORIZED REP

10 Signature: BRUCE WHITE

11 Agent for Service of Process

12 Name: EILEEN BURNS GERUN

13 Title: VP. LEGAL / CHIEF COUNSEL
14 LONGMAN MFG

15 Address: 8770 WESBORNE AVE
16 UNIT CODE 07J
CHICAGO IL 60631

17 Telephone No.: 773-399-8695

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Mattel, Inc.

8 By: Jeff Denchfield

9 Title: Sr. Director

10 Global Sustainability

11 Signature: Jeff Denchfield

12 Agent for Service of Process

13 Name: _____

14 Title: _____

15 Address: _____

16 Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 McDonnell Douglas Helicopter

5 Company

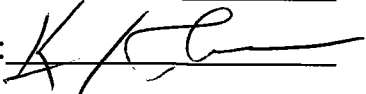
6 N/K/a

7 McDonnell Douglas Helicopter

8 Company, a wholly owned subsidiary
of McDonnell Douglas Corporation,
a wholly owned subsidiary of The
Boeing Company.

By: Kirk J. Thomson

Title: Director Environmental Affairs

Signature: 

Agent for Service of Process

Name: Corporation Service Company

Title: _____

Address: PO Box 526036

Sacramento, Calif

95852-6036

Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

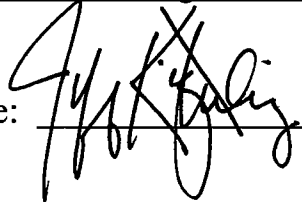
4 Metropolitan Water District

5 of Southern California

6 _____
7 _____
8 Date: 9-26-06

By: Jeffrey Kightlinger

9 Title: General Manager

10
11 Signature: 

12
13 Agent for Service of Process

14 Name: Dawn Chin

15 Title: Executive Secretary

16 Address: 700 N. Alameda Street

17 Los Angeles, CA 90012

18 Telephone No.: (213) 217-6000

19
20 APPROVED AS TO FORM:

21 Sydney B. Bennion
22 Interim General Counsel

23 
24 John Clairday

25 Sr. Deputy General Counsel
26
27
28

United States of America v. Abex Aerospace Division, etc., et al.

First Amendment to Consent Decree Signature Page

For The Settling Defendant

Masco Building Products Corp

as Indemnitor for Norris

Industries, Inc.

By: Scott A. Halpert

Title: Associate Corporate Counsel

Signature: Scott Halpert

Agent for Service of Process

Name: Scott Halpert

Title: Associate Corporate Counsel

Address: Masco Corporation
21401 Van Gorkum Rd.

Taylor, MI 48180

Telephone No.: (313) 792-6641

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant


4 **OHLINE CORP.**

5 **1930 W. 139TH ST.**

6 **GARDENA, CA 90249**

7
8 By: **MARLO RAMOS**

9 Title: **OPERATIONS MGR.**

10 Signature: 

11 Agent for Service of Process

12 Name: _____

13 Title: _____

14 Address: _____

15
16
17 Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 _____
5 Pacific Bell Telephone Co.
6 _____
7 _____
8

9 By: Louise Delano

10 Title: Environmental Mgr.

11 Signature: [Signature]

12 Agent for Service of Process

13 Name: AT&T Services, Inc

14 Title: Agent for Pacific Bell

15 Address: 308 S. Akard, Rm 1700
16 Dallas, TX 75202

17 Telephone No.: 214-464-1469
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1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 **Quest Diagnostics Clinical Laboratories Inc**

5 **As successor to Bioscience Enterprises**

6
7 By: Surya Mohapatra

8 Title: President

9 Signature: [Signature]

10 Agent for Service of Process

11 Name: National Registered Agents Inc

12 Title: _____

13 Address: 2030 Main St., Suite 1030
14 Irvine, CA 92614

15 Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

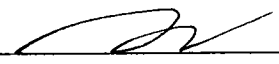
2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Raytheon Company

5 Raytheon (Hughes)

8 By: Wendy L. Feng
9 Covington & Burling LLP
10 Title: Counsel

11 Signature: 

12 Agent for Service of Process

13 Name: Jeffrey B. Axelrod
14 Title: Senior Environmental Counsel
15 Address: Raytheon
16 Office of the General Counsel
17 870 Winter Street, Room 2352
18 Waltham, Massachusetts 02451-1449
19 Telephone No.: (781) 522-3059

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 THE REGENTS OF
5 THE UNIVERSITY
6 OF CALIFORNIA
7 _____

8 By: ANTHONY O. GARVIN

9 Title: UNIVERSITY COUNSEL

10 Signature: ANTHONY O. GARVIN

11 Agent for Service of Process

12 Name: ANTHONY O. GARVIN

13 Title: UNIVERSITY COUNSEL

14 Address: 1111 FRANKLIN ST.

15 OAKLAND, CA, 94607

16 Telephone No.: (510) 987-9737
17
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1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Reichhold, Inc.

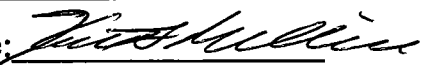
5 _____

6 _____

7 _____

8 By: Keith F. Millhouse

9 Title: Authorized Agent

10 Signature: 

11 Agent for Service of Process

12 Name: Keith F. Millhouse

13 Title: Authorized Agent

14 Address: 2815 Townsgate Road#330

15 Westlake Village, CA 91361

16 Telephone No.: (805) 230-2280

17 Fax Number: (805) 230-2281

18 Email: kmillhouse@mlglaw.net

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 ~~The Alpha and Omega Company~~


5 ~~of California~~

6 ~~n/a~~

7 Robison-Prezioso, Inc.

8 By: Ken Weingarten

9 Title: Treasurer

10 Signature: 

11 Agent for Service of Process

12 Name: _____

13 Title: _____

14 Address: _____

15 Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

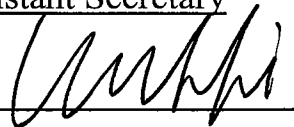
4 Safety-Kleen Corporation

5 n/k/a

6 Safety-Kleen Systems, Inc.

8 By: Virgil W. Duffie, III

9 Title: Assistant Secretary

10 Signature: 

11 Agent for Service of Process

12 Name: Virgil W. Duffie, III

13 Title: Assistant Secretary

14 Address: 5400 Legacy Drive

15 Cluster II, Bldg. 3

16 Plano, Texas 75024

17 Telephone No.: (972) 265-2051

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

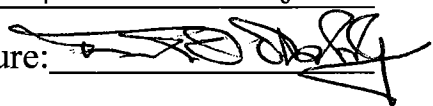
4 Anja Engineering Corp.

5 n/k/a

6 Scripto-Tokai Corporation

7
8 By: Fred O. Ashley

9 Title: Corporate Secretary

10 Signature: 

11 Agent for Service of Process

12 Name: Fred O. Ashley

13 Title: Corporate Secretary

14 Address: 2055 S. Haven Avenue

15 Ontario, CA 91761

16 Telephone No.: (909) 930-5000

1 *United States of America v. Abex Aerospace Division, etc., et al.*

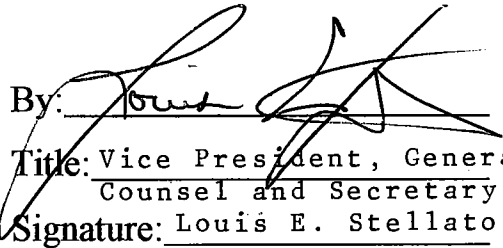
2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 The Sherwin-Williams Company

5 101 Prospect Ave., N.W.

6 Cleveland, OH 44115

7
8
9 By: 
10 Title: Vice President, General
11 Counsel and Secretary
12 Signature: Louis E. Stellato

13 Agent for Service of Process

14 Name: Donald J. McConnell

15 Title: Corporate Environmental
16 Counsel

17 Address: 101 Prospect Ave., N.W.
18 1100 Midland Bldg.
19 Cleveland, OH 44115

20 Telephone No.: (216) 566-3741

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 SIGMA TECH CASTING

5 _____

6 _____

7 _____

8 By: BRUCE WHITE

9 Title: Attorney & Authorized

10 Signature: [Signature] ^{REPRESENTATIVE}

11 Agent for Service of Process

12 Name: BRUCE WHITE

13 Title: Attorney

14 Address: 414 North Orleans St

15 SUITE 810

16 CHICAGO IL 60610

17 Telephone No.: 312-836-1177

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 *Signet Armor lite, Inc.*

5 _____
6 _____
7 _____

8 By: *John Hingey*

9 Title: *V.P. OF MANUFACTURING*

10 Signature: *[Signature]*

11 Agent for Service of Process

12 Name: _____

13 Title: _____

14 Address: _____

15 _____
16 Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

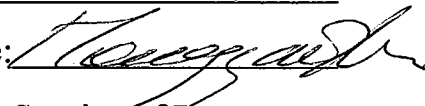
2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Texaco Inc.

5
6
7
8 By: Hongyan Xun

9 Title: Assistant Secretary

10 Signature: 

11 Agent for Service of Process

12 Name: Corporation Service Company

13 Title: _____

14 Address: 2730 Gateway Oaks Drive
15 Suite 100
16 Sacramento, CA 95833

17 Telephone No.: (800) 222-2122

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Texas Instruments Incorporated

5 (f/n/a Texas Instruments Tucson

6 Corporation for Burr-Brown Corp.)

7 _____

8 By: Brenda L. Harrison

9 Title: Vice President

10 Signature: Brenda L. Harrison

11 Agent for Service of Process

12 Name: Courtney J. Riley

13 Title: Senior Counsel

14 Address: Law Department
15 7839 Churchill Way
16 MS 3999
17 Dallas, Texas 75251

18 Telephone No.: 972-917-4137

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Treasure Chest Advertising, Inc.

5 n/k/a

6 Vertis Communications

8 By: Bryan Constable

9 Title: VP of Corporate Safety and
10 Operational Support

11 Signature: 

12 Agent for Service of Process

13 Name: _____

14 Title: _____

15 Address: _____

16 Telephone No.: _____

1 *United States of America v. Abex Aerospace Division, etc., et al.*

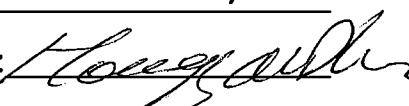
2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Union Oil Company of California

5
6
7
8 By: Hongyan Xun

9 Title: Assistant Secretary

10 Signature: 

11 Agent for Service of Process

12 Name: Corporation Service Company

13 Title: _____

14 Address: 2730 Gateway Oaks Drive
15 Suite 100
16 Sacramento, CA 95833

17 Telephone No.: (800) 222-2122

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant:

4 Universal City Studios, Inc.

5 now known as:

6 UNIVERSAL CITY STUDIOS LLLP, a Delaware limited liability
7 limited partnership, registered in California as UNIVERSAL CITY
8 STUDIOS LLLP, L.P. (formerly known as Universal City Studios LP,
Universal City Studios LLC, and Universal City Studios, Inc.)

9 By: 

10 [Signature]

11 Name: Maren Christensen

12 Title: EVP and General Counsel

13 Date: August 11, 2006

14
15 Agent for Service of Process:

16 Name: Donald C. Nanney, Esq.

17 Address: Gilchrist & Rutter Professional Corporation
18 1299 Ocean Avenue, Suite 900
Santa Monica, CA 90401

19 Telephone Number: (310) 393-4000

20 Facsimile Number: (310) 394-4700

21 Email Address: dnanney@gilchristutter.com

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Univar Corp., Univar USA Inc. (f/k/a Van Waters & Rogers Inc.,
5 VOPAK Americas Distribution Co.)

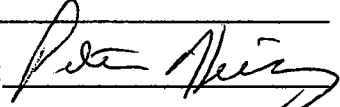
6 _____

7 _____

8 _____

9 By: Mr. Peter Heinz _____

10 _____
11 Title: General Counsel Univar
12 Corp. _____

13 Signature: 

14 Agent for Service of Process

15 Name: Leslie R. Schenck _____

16 Title: Outside Counsel, Garvey
17 Schubert Barer _____

18 Address: 1191 Second Ave.,
19 Seattle WA 98101-2939 _____

20 Telephone No.: _____

21 206.464.3939

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Walt Disney Pictures and Television

5 500 South Buena Vista St.

6 Burbank, CA 91521

7 _____

8 By: Robert A. Antonoplis

9 Title: Vice President

10 Signature: Robert A. Antonoplis

11 Agent for Service of Process

12 Name: Robert A. Antonoplis

13 Title: Vice President

14 Address: 500 South Buena Vista St.

15 Burbank, CA 91521-0169

16 Telephone No.: (818) 560-8943

17

18

19

20

21

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23

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28

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Weber Aircraft

5 2000 WEBER DRIVE

6 GAINESVILLE, TX 76240

7
8 By: 

9 Title: ADRI RUITER

10 Signature: PRESIDENT

11 Agent for Service of Process

12 Name: CSC-LAWYERS INCORP. SERVICE

13 Title: _____

14 Address: P.O. Box 526036

15 SACRAMENTO, CA

16 Telephone No.: 958 52-6036

1 *United States of America v. Abex Aerospace Division, etc., et al.*

2 First Amendment to Consent Decree Signature Page

3 For The Settling Defendant

4 Yort, Inc. (Troy Lighting, Inc.

5 Tiffany Division)

8 By: Charles Florio

9 Title: Vice President

10 Signature: Charles Florio

11 Agent for Service of Process

12 Name: Donald A. Herner

13 Title: _____

14 Address: Herner & Gilbert, LLP

15 4 Landmark Square

16 Stamford, CT 06901

17 Telephone No.: (203) 975-8820

Attachment A**SUPPLEMENTAL STATEMENT OF WORK
For
FIRST AMENDMENT TO CONSENT DECREE****Introduction**

Pursuant to this Supplemental Statement of Work (SSOW), the Settling Work Defendants (SWD) will implement a response action to mitigate indoor air impacts at the Skateland facility located at 12520 Whittier Boulevard in Whittier, California. Such impacts are caused at least in part by vapor intrusion from the Omega Chemical Site.

SSOW Objectives

The objective of the work to be performed pursuant to this SSOW is to mitigate exposure to indoor vapors emanating from the subsurface at the Skateland facility. SWD will implement Sub-Slab Depressurization (SSD), Sub-Slab Pressurization (SSP), or an alternative response action which fully meets that objective. The alternative response action ("Alternative Response Action") would preclude continued use of the Skateland facility as a public skating rink by such means as purchase of the property and demolition of the Skateland building, buyout of the Skateland lease or some other enforceable agreement. The Alternate Response Action must preclude not only skating but any other use that would lead to unacceptable occupational exposure in the building, as determined by EPA. If the Alternative Response Action is implemented prior to construction of SSD or SSP, then SWD will be relieved of their responsibility to proceed with such construction. The SWD will perform all work outlined herein in accordance with CERCLA, the National Contingency Plan ("NCP") (40 CFR Part 300), and applicable published EPA Superfund guidance. In addition, the SWD will perform all work subject to the technical oversight of EPA Region 9 as required by CERCLA and the NCP.

Response Action Activities**Task 1: Conduct Testing of Foundation**

The SWD shall determine how the foundation is reinforced along the Concrete Masonry Unit (CMU) wall, separating the rink area and the party/video game area. If the foundation is reinforced at the joint, it may not be effective to construct a trench along this wall. Because building drawings are not available, test holes will be drilled to

determine the nature of the slab foundation , the thickness of any porous media below the slab, and the slab thickness.

Deliverable for Task 1

Letter Report. After test holes are drilled, SWD will provide the test results in a brief letter report to EPA, including a figure showing the locations and depths of test holes. This report shall be submitted to EPA within 21 days of the date that OPOG and EPA reach the Agreement in Principle as defined in the First Amendment, assuming there is no delay in securing access to the Skateland Facility to conduct this work.

Task 2: Prepare Response Action Work Plan

Upon EPA approval of the Task 1 letter report, OPOG will commence Task 2 - the preparation of a Work Plan for implementation of the appropriate response action. The Work Plan will include a Preliminary Design of the proposed response action alternative, either SSD and/or SSP. The remedy proposed in the Work Plan will consist of a trenching and piping layout that will allow either SSD or SSP. Both SSD and SSP are expected to rely on the same piping configuration. The actual layout of the piping will be predicated, in part, on the results of Task 1. For example, if Task 1 demonstrates that the CMU footing is not a significant barrier to vapor flow beneath the slab, piping will be oriented solely parallel to the long axis of the building. Conversely, if the CMU footing is a significant barrier to vapor flow, added piping may need to be installed from the south side of the building, perpendicular to the long axis of the building. The actual layout of the piping system will be determined and described in the Preliminary Design component of the Work Plan.

In order to minimize the potential for continued migration of vapors into the Skateland building early in the response action, the trenching and piping system would likely be operated initially in an SSD mode. After approximately one to three months of operation, data will be evaluated to determine if continued depressurization is appropriate, or if conversion to pressurization mode is preferable. The criteria for this decision will be established in the Work Plan.

As long as the system is operated in an SSD or combination injection/extraction (i.e., SSD/SSP) mode, the extracted vapors will be treated with Granular Activated Carbon (GAC), or other suitable technology. Extraction and treatment units will be located either in the parking lot on the southeast side of the building, or on the adjacent former Omega Chemical property.

If SSP is implemented, the SWD, upon approval by EPA, will construct appropriate measures so that other nearby buildings do not become impacted by vapors that are dispersed from the Skateland property as a result of this response action. Any such action shall substantively comply with any and all permitting requirements that would govern its construction and operation.

Final Response Action Objectives will be determined by EPA based on the Human Health Risk Assessment to be completed by OPOG, consistent with item B.4 of Task 2 of the Consent Decree. The EPA Region 9 Preliminary Remediation Goals (PRGs), adjusted for occupational exposure, will serve as the interim Response Action Objectives for all constituents except TCE. The interim Response Action Objectives for TCE will be 3.0 ug/m^3 .

Deliverable for Task 2

Response Action Work Plan. Within 30 days of EPA's approval of the Letter Report for Task 1, the SWD shall provide a Work Plan, including a schedule for design and implementation of the Response Action. The Work Plan shall include, but is not be limited to, the following elements:

- Qualifications of all contractors.
- Preliminary Design for System installation.
- Contacts for public inquiries.
- Environmental and Construction Related Permitting Substantive Compliance
- Proposed project schedule for design and construction, including repair of impacted areas in the Skateland interior.
- Quality Assurance Project Plan and Field Sampling Plan for collection of samples. These may be submitted as amendments to an existing QAPP and/or FSP if appropriate.
- Construction Health and Safety Plan
- Monitoring Plan for System operation and effectiveness.
- Draft Operation and Maintenance Plan, including draft O&M Manual.
- Procedures for reporting to EPA.

Task 3 -Design and Implement Response Action

Within 30 days of EPA approval of the Response Action Work Plan, the SWD shall begin design and construction activities as described under the Response Action Work Plan. If the Alternative Response Action is to be implemented prior to construction of the selected response action (either SSD or SSP or some combination), then SWD will

seek EPA's prior written approval. Upon such approval, SWD will be relieved of their responsibility to proceed with such construction. Unless otherwise directed by EPA, the SWD shall not commence response activities at the Site prior to EPA approval of the Response Action Work Plan. Upon completion of the construction, the SWD shall conduct a pre-final and final inspection with EPA and other agencies with jurisdictional interest in attendance (e.g., the State).

Deliverable for Task 3

Final Report. Within 60 days after final EPA inspection of the mitigation system, or approval of the Alternative Response Action, the SWD shall submit for EPA review and approval a final report summarizing the actions taken to comply with this SSOW.

The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OSC Reports," and with OSWER Directive Number 9360.3-03 entitled "Removal Response Reporting." The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the First Amendment and SSOW, a listing of quantities and types of Waste Materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those Waste Materials, a listing of the ultimate destination of those Waste Materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the response action (e.g., manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Task 4: Conduct Operation and Maintenance Activities

After completion of construction, the SWD shall implement O&M activities as described in the EPA-approved Work Plan. Unless modified in the Work Plan or in the final O&M Manual, indoor air monitoring shall be conducted at least monthly for the first three months of operation. After the first three months, quarterly monitoring shall be conducted for remainder of the first year of system operation, along with any other monitoring that may be required to comply with the substantive requirements of

permitting agencies as identified in the Work Plan. Assuming the interim Response Action Objectives have been achieved, monitoring shall be conducted annually thereafter, to ensure that VOCs in the Skateland building do not exceed acceptable levels. Monitoring locations will be established initially in the Response Action Work Plan; they are expected to include, but are not limited to, the center of the skating rink, the dance floor, the skate rental counter, the office, the boys bathroom, the girls bathroom, and the northeast end of the skating rink. At least one outdoor ambient air sample shall also be collected as part of each sampling event.

The mitigation system shall also be operated and maintained in a manner that minimizes disruption to the tenants of that building, to the extent feasible while meeting the objectives of the response action. If the SWD elect to implement an Alternative Response Action at any time while undertaking Task 4, they shall present such Alternative Response Action to EPA for approval and, upon approval, additional obligations under this Task 4 shall terminate or be modified, as EPA shall direct.

Deliverables for Task 4

1. As-builts. Within 60 days after final EPA inspection of the response action, the SWD shall submit the final system As-Built drawings to EPA.
2. Final O&M Manual. Within 60 days after final EPA inspection of the removal response action, the SWD shall submit for EPA review and approval the final O&M Manual. Any revisions of the approved final O&M Manual shall also be submitted by the SWD for EPA approval as a deliverable under this task.
3. Periodic reports. Brief quarterly reports , or less frequent reports upon approval by EPA, shall be provided to EPA with a summary of the status and effectiveness of the mitigation system, including results of indoor air sampling. The reports shall document the decision to operate the system as injection-extraction and describe the changes. Activities conducted during the year, such as periodic testing of GAC or other treatment equipment performance, GAC change-out (if applicable), equipment replacement, etc., should be described. The reports should also document any problems or anticipated problems with operation and maintenance of the system. The frequency of reporting can be adjusted with the approval of EPA.
4. Completion Report. Once the objectives of this SSOW have been attained and are expected to be met on a permanent basis without operation of the mitigation system, the SWD shall submit to EPA a report describing the proposed post-operation monitoring to confirm these results. If approved by EPA, the SWD shall implement such monitoring and provide the results to EPA in a Completion Report. If EPA is

satisfied that the SSOW objectives have been attained and operating the mitigation system is no longer necessary, EPA will approve the Completion Report, at which time the SWD obligations under this SSOW terminate.

LA\1554249.2

ATTACHMENT B

ABEX Aerospace Division
Armor All Products Corporation
Avery Dennison
Bourns, Inc.
Calsonic Climate Control, Inc. (now Calsonic North America, Inc.)
Canon Business Machines, Inc.
City of Los Angeles, Department of Airports
FPC, Inc., A Kodak Co.
George Industries
Golden West Refining Company
Great Western Chemical Company
Hilton Hotels Corporation for LA Airport & Towers
Hubbell Inc. and Marvin Electric Mfg. Co., Inc.
Huntington Park Rubber Stamp Company
International Rectifier Corporation, for itself and its facility, HEXFET America
Jan-Kens Enameling Company
Kester Solder Division, Litton Systems, Inc.
Kolmar Laboratories, Inc.
Manufacturing Technology, Inc.
Medeva Pharmaceuticals CA, Inc. (f/k/a MD Pharmaceutical Inc.)
Minnesota Mining and Manufacturing Company for 3M/Riker Labs/Camarillo Storage
Montgomery Tank Lines, Inc.
NMB Corp.
Pacesetters Systems Inc./Siemens Corporation
Pacific Gas & Electric Co.
Pioneer Video MFG Inc.
Quad Chemical
Rathon Corp. f/k/a Diversey Corp.
Remet Corporation
Rogers Corporation
Southern Pacific Transportation Co. (n/k/a Union Pacific Railroad Company)
Structural Composites Ind.
Supracote, Inc. (BHP Coated Steel Corp. successor)
Tension Envelope Corp.
Titan Corporation
Tubing Seal Cap/Pacific Precision Metals, Inc.
Vertex Microwave Products, Inc. formerly Gamma F Corp.
Warner-Lambert Company
Western Metal Decorating Co.
York International Corporation

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